

REQUEST FOR LEGAL SERVICES

D a t e: October 25, 2024
F r o m: Yuki Lei K. Sugimura, Chair
Budget, Finance, and Economic Development Committee

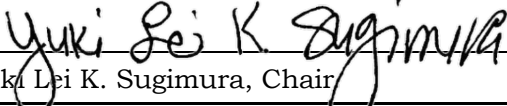
TRANSMITTAL
Memo to:

DEPARTMENT OF THE CORPORATION COUNSEL
Attention: Kristina C. Toshikiyo, Esq.

Subject: BILL 140 (2024), AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH 15TH SPACE SURVEILLANCE SQUADRON, AIR FORCE MAUI OPTICAL & SUPERCOMPUTING, AND AIR FORCE RESEARCH LABORATORY FOR FIRE AND EMERGENCY/NON-EMERGENCY SERVICES (BFED-105)

Background Data: Please see revised bill. Please submit your response to bfed.committee@mauicounty.us with a reference to BFED-105.

Work Requested: FOR APPROVAL AS TO FORM AND LEGALITY
 OTHER:

Requestor's signature  Yuki Lei K. Sugimura, Chair	Contact Person <u>James Krueger or Carla Nakata</u> (Telephone Extension: <u>7761 or 5519, respectively</u>)
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ROUTINE (WITHIN 15 WORKING DAYS) RUSH (WITHIN 5 WORKING DAYS)
 PRIORITY (WITHIN 10 WORKING DAYS) URGENT (WITHIN 3 WORKING DAYS)

SPECIFY DUE DATE (IF IMPOSED BY SPECIFIC CIRCUMSTANCES): November 6, 2024
REASON: Posting for the November 15, 2024, Council Meeting

FOR CORPORATION COUNSEL'S RESPONSE

ASSIGNED TO:	ASSIGNMENT NO.	BY:
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TO REQUESTOR: APPROVED DISAPPROVED OTHER (SEE COMMENTS BELOW)
 RETURNING--PLEASE EXPAND AND PROVIDE DETAILS REGARDING ITEMS AS NOTED
COMMENTS (NOTE - THIS SECTION NOT TO BE USED FOR LEGAL ADVICE): _____

DEPARTMENT OF THE CORPORATION COUNSEL

Date _____

By _____

(Rev. 7/03)

bfed:ltr:105acc01:jgk

Attachment

ORDINANCE NO. _____

BILL NO. 140, CD1 (2024)

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE 15TH SPACE SURVEILLANCE SQUADRON, AIR FORCE MAUI OPTICAL & SUPERCOMPUTING, AND AIR FORCE RESEARCH LABORATORY FOR FIREFIGHTING, EMERGENCY AND NON-EMERGENCY SERVICES, AND HAZARDOUS MATERIALS INCIDENT RESPONSE

BE IT ORDAINED BY THE PEOPLE OF THE COUNTY OF MAUI:

SECTION 1. The County of Maui and the 15th Space Surveillance Squadron, Air Force Maui Optical & Supercomputing, and Air Force Research Laboratory seek to enter into an agreement for firefighting, emergency and non-emergency services, and hazardous materials incident response, as described in the Memorandum of Agreement attached as Exhibit “1.”

Section 2.20.020, Maui County Code, provides, “Unless authorized by ordinance, the mayor shall not enter into any intergovernmental agreement or any amendment thereto which places a financial obligation upon the county or any department or agency thereof.”

SECTION 2. Under Section 2.20.020, Maui County Code, the Council authorizes the Mayor or the Mayor’s authorized representative to execute the Memorandum of Agreement and any amendments consistent with the purpose and scope of the Memorandum of Agreement that do not increase the County’s financial obligation or the agreement’s duration.

SECTION 3. This Ordinance takes effect on approval.

APPROVED AS TO FORM AND LEGALITY:

Department of the Corporation Counsel
County of Maui

bfed:misc:105abill01:jgk

INTRODUCED BY:

A handwritten signature in cursive script, appearing to read "Peter Lee", written in black ink.

Upon the request of the Mayor.

EXHIBIT "1"

MEMORANDUM OF AGREEMENT
BETWEEN
COUNTY OF MAUI, HAWAII
DEPARTMENT OF FIRE & PUBLIC SAFETY, MAUI COUNTY (CMDFPS)
AND
15TH SPACE SURVEILLANCE SQUADRON (15 SPSS)
AIR FORCE MAUI OPTICAL & SUPERCOMPUTING (AMOS)
AND
AIR FORCE RESEARCH LABORATORY (AFRL)
FOR FIRE AND EMERGENCY/NON-EMERGENCY SERVICES
AGREEMENT NUMBER: FB2500-230009-0200

This is a Memorandum of Agreement (MOA) between the Maui County Department of Fire and Public Safety and the 15 Space Surveillance Squadron (SPSS). When referred to collectively, Maui County Department of Fire and Public Safety and the 15 SPSS are referred to as the "Parties".

1. **BACKGROUND:** In an effort to enhance space support to the warfighter, the Air Force Research Lab Detachment 15 has been inactivated and transitioned to the Space Force as the 15th Space Surveillance Squadron. This MOA is meant to outline the responsibilities in firefighting, emergency and non-emergency services, and hazardous materials incident response to be held by the County of Maui, Hawaii, Department of Fire & Public Safety (hereinafter to be referred to as the Maui County Fire Department), to be delivered to 15 SPSS, Air Force Maui Optical and Supercomputing Site, Air Force Research Laboratory (AMOS) Maui, Hawaii.

2. **AUTHORITIES:** DoDI 4000.19 *Support Agreements*, December 16, 2020.

3. **PURPOSE:** This Memorandum of Agreement (MOA) details how the Maui County Department of Fire and Public Safety agrees to offer their services in protection of the following military facilities: Maui Space Surveillance Complex; Remote Maui Experiment Site, 805 East Lipoa Parkway; 15 SPSS HQ, 550 Lipoa Parkway, Kihei, HI 96753; Logistics Center, 360 Ho'ohana Street #B110, Kahului, HI 96732

4. **UNDERSTANDINGS OF THE PARTIES:**

4.1. Maui County Department of Fire and Public Safety will:

4.1.1. Provide Fire and Emergency Services to military facilities listed in this agreement. When requested, the Maui County Fire Department will respond to facilities primarily occupied by 15 SPSS personnel, to perform fire suppression, emergency medical, and hazardous materials incident response.

4.1.2. In the event of a fire, medical, or hazardous materials response request by the 15th SPSS, Maui County Fire Chief will be the Senior Fire Official on scene. If unavailable for response, the SFO will appoint a representative from Maui County Fire to act in his/her stead.

4.1.3. Perform facility pre-fire planning and facility/area familiarization.

4.1.4. When available, and with prior notification, participate in scheduled 15 SPSS exercises.

4.1.5. In the event that simultaneous responses occur to multiple 15 SPSS' Government facilities, provide an emergency vehicle and crew to the following locations in prioritized order:

4.1.5.1 Summit Site:

4.1.6.1.a. AEOS, Building 4

4.1.6.1.b. MSSS, Building 1

4.1.6.1.c. Butler, Building 2

4.1.5.2 Sea Level Sites:

4.1.6.2.a. Building 550, Lipoa Pkwy

4.1.6.2.b. Remote Maui Experiment (RME), 805 Lipoa Pkwy

4.1.6. All equipment and personnel dispatched to 15 SPSS facilities for purposes of emergency response mitigation and/or training purposes, shall be under the control of the Maui County Department of Fire and Public Safety.

4.2. 15th Space Surveillance Squadron will:

4.2.1. Provide access for emergency vehicles and personnel from Maui County Department of Fire and Public Safety when responding to an incident at one of the government facilities mentioned in paragraph (3).

4.2.2. Supply documentation of inspections, testing, and maintenance of fire suppression/detection systems. Purchase any new or replacement fire extinguishers as required and/or identified by Maui County Department of Fire and Public Safety.

4.2.3. Provide Maui County Department of Fire and Public Safety with copies of previous facility pre-fire plans, special hazard information and any other relevant information that would assist Maui County Department of Fire and Public Safety in the performance of their duties while on 15 SPSS property.

4.2.4. Provide government specific forms/documents that Maui County Department of Fire and Public Safety may need in order for them to perform their duties on military installations.

5. PERSONNEL: Each party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel. This MOA neither documents nor provides for the exchange of funds or manpower between the Parties, nor does it make any commitment of funds or resources. No provision in this MOA will be interpreted to require obligation or payment of funds.

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT (POCs): The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its point of contact upon reasonable notice to the other Party.

6.1.1. For Maui County Department of Fire and Public Safety:

6.1.1.1. Jeffrey Giese
Assistant Chief-Support Services
808-270-6232
jeffrey.giese@co.maui.hi.us

6.1.1.2 Bradford Ventura
Fire Chief
808-270-7920
bradford.ventura@co.maui.hi.us

6.1.2. For 15th Space Surveillance Squadron:

6.1.2.1. Mike Rachanow
15 SPSS Emergency Management
808-891-7711
michael.rachanow@spaceforce.mil

6.1.2.2. Matthew Erfman, TSgt, USSF
Security Forces Operations Chief
808-891-7759
matthew.erfman@us.af.mil

6.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to Maui County Department of Fire and Public Safety, to-

Maui County Department of Fire and Public Safety:

6.2.1. BRADFORD VENTURA, FIRE CHIEF
200 DAIRY ROAD
KAHULUI, HI 96732
bradford.ventura@co.maui.hi.us

6.2.1.1. GAVIN FUJIOKA, DEPUTY FIRE CHIEF
200 DAIRY ROAD
KAHULUI, HI 96732
gavin.fujioka@co.maui.hi.us

15th Space Surveillance Squadron:

6.2.2. MAUI SPACE SURVEILLANCE COMPLEX REMOTE MAUI
EXPERIMENT SITE
805 EAST LIPOA PARKWAY
KIHEI, HI 96753

15 SPSS HQ
550 LIPOA PARKWAY
KIHEI, HI 96753

LOGISTICS CENTER
360 HO'OHANA STREET #B110
KAHULUI, HI 96732

6.3. FUNDS AND MANPOWER: This MOA neither documents nor provides for the exchange of funds or manpower between the Parties, nor does it make any commitment of funds or resources. No provision in this MOA will be interpreted to require obligation or payment of funds.

6.4. MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

6.5. DISPUTES: Any disputes relating to this MOA will, subject to any applicable law, Executive order, directive, or instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

6.6. TERMINATION OF AGREEMENT: This MOA may be terminated by either Party by giving at least 180 days written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties. There is no requirement for reimbursable payment for unavoidable termination.

6.7. TRANSFERABILITY: This MOA is not transferable except with the written consent of the Parties.

6.8. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter.

6.9. EFFECTIVE DATE: This MOA takes effect beginning on the day after the last Party signs.

6.10. EXPIRATION DATE: This MOA expires on ten years minus one day after the last Party signs.

6.11. CANCELLATION OR MODIFICATION OF PREVIOUS MOA: This is a new MOA.

6.12. NO THIRD PARTY BENEFICIARIES: Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Parties.

6.13. REVIEW OF AGREEMENT: If non-reimbursable, this MOA will be reviewed and validated by both parties no less often than mid-point on or around the anniversary of its effective date in its entirety.

7. FINANCIAL DETAILS: This MOA does not provide for reimbursement between the Parties.

APPROVED:

For the County of Maui:

For 15th Space Surveillance
Squadron

RICHARD T. BISSEN, JR.
Mayor, County of Maui

PHILLIP F. WAGENBACH, Lt Col. USSF
Commander, 15 SPSS

APPROVAL RECOMMENDED:

BRADFORD K. VENTURA
Fire Chief
Maui County Department of Fire & Public Safety

APPROVED AS TO FORM AND LEGALITY:

MICHAEL J. HOPPER
Deputy Corporation Counsel

Mid-Point Review Due Date: 5 years from the last signature

Mid-Point Review completed by: See the Mid-Point Review MFR signed by both Parties

BFED Committee

From: BFED Committee
Sent: Friday, October 25, 2024 10:02 AM
To: CorpCounselRFLS@co.maui.hi.us
Cc: BFED Committee
Subject: (OCS), (BFED-105); reply by 11/6/2024
Attachments: 105acc01 signed.pdf